"specifications" of LENS web page outputs that were supposedly current as of that date.[29] Those "specifications," however, involved only hypertext markup language ("HTML"), which is a description of the pages that come out. They did not contain the specifications regarding the operations of LENS behind the page -- specifications that a CLEC must have in order to connect the CGI interface with BellSouth's legacy systems.[30] They therefore were insufficient to enable a CLEC to build the CGI interface that would provide a CLEC with access to the information in BellSouth's legacy systems.[31]

43. The April 28, 1997 "specifications" were not only too general to serve as specifications, BellSouth quickly let them go out-of-date. As BellSouth's OSS witness repeatedly

---

[29] A copy of the April 28, 1997 "specifications" is attached hereto as Attachment 10.

[30] As AT&T pointed out to BellSouth in May 1997, the abandonment of CGI development by BellSouth unreasonably increased the amount of development work that AT&T would have been required to undertake to integrate its systems with LENS. See letter from A.J. Calabrese (AT&T) to Mark Feidler (BellSouth), dated May 5, 1997 (Attachment 11 hereto). Had BellSouth proceeded with CGI development, BellSouth would have provided the specifications and allowed the CGI software in LENS to transmit data to AT&T, rather than to the web page generator of LENS; AT&T would have then undertaken to convert the CGI specifications to the data elements that AT&T needed. With BellSouth's abandonment of the CGI interface development, however, HTML remained the only data stream available to AT&T. To integrate its system with LENS under those circumstances, AT&T would have been required to develop software to parse the HTML code, and then develop additional software to convert the data parsed from the HTML code into its data formats. This additional effort would have been substantial, in contrast to the relatively small increase in work that would have been required of BellSouth if BellSouth had proceeded with CGI.

[31] Attachment 5 describes the respective roles of HTML and CGI in the context of LENS. An example of HTML appears in the notepad in Exhibit WNS-22 of Mr. Stacy's OSS affidavit.

acknowledged in recent state § 271 proceedings, BellSouth "discontinued" work on CGI specifications in April and it "ha[s]n't made an effort to keep it updated."[32] Likewise, Mr. Stacy openly admits that BellSouth "discontinued work on the CGI or tag-value specifications in April, 1997," and "did not attempt to keep the CGI specification updated." Stacy S.C. Reply Aff., ¶ 37. However, he asserts that the reason BellSouth abandoned its work on the CGI interface was "because AT&T specifically informed BellSouth that AT&T had no further interest in pursuing that alternative, and there was no interest expressed by any other CLEC at that time." Id.

44. I strenuously disagree with Mr. Stacy's attempt to blame AT&T and other CLECs for BellSouth's own business decision not to issue complete and up-to-date specifications for the CGI interface. It is not the responsibility of AT&T or other CLECs to design interfaces for BellSouth that avoid dual data entry. BellSouth unilaterally developed its interfaces without consulting CLECs, and it cannot now shift the blame for its own design omissions to CLECs.

45. Moreover, the facts cited by Mr. Stacy in support of his conclusion that a purported lack of interest on the part of AT&T and other CLECs was to blame for BellSouth's

---

[32] See Attachment 12, testimony of Gloria Calhoun in Case No. 96-608 (Ky. PSC), transcript of August 26, 1997 hearing, pp. 73-74; testimony of Gloria Calhoun in Docket No. 25835 (Ala. PSC), transcript of August 19, 1997 hearing, pp. 686-687, 689 (BellSouth "discontinued" work on CGI specifications, and there are no completed CGI specifications today); testimony of Gloria Calhoun in Docket No. 960786-TL (Fla. PSC), transcript of September 4, 1997, hearing, p. 1336 (BellSouth "abandoned" effort to develop technical specifications for the CGI interface); testimony of Gloria Calhoun in Docket No. P-55, Sub 1022 (N.C. Utilities Commission), transcript of September 26, 1997 hearing, pp. 9-10 (BellSouth "discontinued" work on CGI specifications; specifications are not up-to-date).

abandonment of the CGI interface are inaccurate and one-sided. Mr. Stacy's portrayal of the May 5, 1997 letter from AT&T to BellSouth (Stacy Reply Aff. ¶ 37 & Exh. WNS-2) overlooks that I attached and discussed this same letter at length in my South Carolina affidavit. See Bradbury S.C. Aff., ¶ 39 n.27 & Att. 11. See also ¶ 42 & Att. 11, supra. As I explained, AT&T was willing to share in the development work for the original CGI specification issued by BellSouth, which would have permitted AT&T's OSS to receive the CGI data directly. The new design that BellSouth issued on April 28, however, would have required AT&T to develop software not just to convert the CGI data into AT&T's data elements, but further to convert the HTML data stream into the CGI format -- literally two major development projects, rather than the one project that the parties had contemplated. Id. Given BellSouth's lengthy delays from August 1996 until almost May 1997 in providing even these limited "specifications," and with the permanent pre-ordering interface scheduled for December 1997, AT&T was not in a position at that time to take on the tremendous burden of dual HTML and CGI development that BellSouth suddenly sought to impose on AT&T. Id.

46. Thus, Mr. Stacy's attempt to blame AT&T mischaracterizes AT&T's statements and completely ignores BellSouth's prolonged delay in providing AT&T with information regarding the CGI interface. BellSouth also ignores a primary reason for its delay -- namely, that its LENS interface was so unstable that BellSouth was unable to develop meaningful specifications. Indeed, while BellSouth now attempts to blame AT&T and CLECs, BellSouth told state commissions at the time that it was unable to proceed with the CGI interface because

the LENS interface had not been finalized -- not because AT&T supposedly had failed to support CGI. For example, on April 15, BellSouth advised the Georgia PSC that "because the CGI alternative builds upon the LENS interface, firm specifications for the CGI interface cannot be provided until the LENS interface is finalized."[33] Similarly, even after BellSouth had received AT&T's May 5, 1997 letter, BellSouth advised AT&T on May 19 that the LENS design was not mature, would require "multiple" and "frequent" changes, and would not be stable for "six to nine months" -- in other words, until 1998.[34] Mr. Stacy himself has previously acknowledged that BellSouth normally makes changes to LENS every week.[35]

---

[33] See BellSouth's Report to the Georgia Public Service Commission, "Electronic Interface for the New Local Markets," submitted April 15, 1997, p. 9 (emphasis added) (Attachment 7 hereto). Mr. Stacy likewise concedes that BellSouth told AT&T that the CGI specifications "would not be available until the LENS pre-ordering interface was complete." Stacy S.C. Reply Aff., ¶ 36.

[34] See letter from Cassandra Daniels (BellSouth) to Cindy Clark (AT&T), dated May 19, 1997 (Attachment 8 hereto). On August 11, 1997, BellSouth again stated that "changes will occur in the ordering functions [of LENS] over the next six to nine months." BellSouth's August 11, 1997 response, in La. PSC Docket No. U-22252, p. 60 (response to Item No. AT&T p. 1, q. 2) (Attachment 9 hereto). Although BellSouth has asserted that its statements pertain only to LENS' ordering capability (the LENS Firm Order Mode), as opposed to its pre-ordering capability, BellSouth is relying on the Firm Order Mode of LENS in support of its position that LENS provides parity of access in pre-ordering. Stacy OSS Aff., ¶ 11.

[35] Deposition of William N. Stacy taken August 14, 1997, in Docket No. 960786-TL (Fla. PSC), pp. 128-129 (Attachment 13 hereto) ("We make changes to the LENS system regularly, normally, weekly"). Mr. Stacy's assertion that both the Department of Justice and AT&T have incorrectly interpreted BellSouth's statements in this regard is incorrect. Stacy S.C. Reply Aff., ¶ 38. The truth is that LENS was not stable and the CGI specifications were, by Mr. Stacy's admission, "discontinued" and not kept updated. Id., ¶ 37.

47. During May 1997, AT&T continued to protest BellSouth's actions with respect to CGI, and to request the necessary specifications to receive CGI data from BellSouth.[36] However, BellSouth declined to provide them. By the end of May, with no change in BellSouth's position, with changes constantly being made in LENS, and with no available up-to-date documentation, it became clear that development of CGI was no longer practicable for AT&T. Even had BellSouth supplied sufficient specifications by that time, development of the interface would have taken two to three months.[37] With less than six months remaining after completion of such development before the implementation of AT&T's long-term pre-ordering interface, development of CGI at that point would have been counterproductive. Thus, AT&T decided to focus its efforts on development of the permanent, long-term pre-ordering interface.[38]

48. Thus, although in state § 271 proceedings BellSouth has asserted that AT&T ceased to express an interest in CGI, precisely the opposite is true. AT&T initially supported the development of both CGI and the permanent pre-ordering interface. However,

---

[36] For example, on May 14, 1997, AT&T complained to the Georgia PSC that BellSouth had reneged on its commitment to develop CGI. See AT&T's Response to BellSouth's April 15, 1997 Monthly Surveillance Report for Electronic Interfaces, filed in Docket No. 6352-U (Ga. PSC), pp. 8-10 (Attachment 14 hereto).

[37] As AT&T showed in its response to the application filed by Ameritech for Section 271 authority, the process for developing an interface takes several months even after the parties have committed themselves to developing that interface. See Affidavit of Timothy M. Connolly filed June 10, 1997, on behalf of AT&T in CC Docket No. 97-137, ¶¶ 205-206.

[38] See letter from A.J. Calabrese (AT&T) to Quinton Sanders (BellSouth), dated July 28, 1997 (Attachment 15 hereto).

development of the former became infeasible when BellSouth failed to provide the necessary specifications for many months and failed to achieve the necessary stability in LENS.

49. Given BellSouth's acknowledged "discontinu[ance]" of its work and its failure to "keep the CGI specification updated" (Stacy S.C. Reply Aff., ¶ 37), as well as the instability of LENS, Mr. Stacy's assertion now that "[w]ith BellSouth's CGI specification, a CLEC could obtain and manipulate data from a LENS server" is simply not true. Stacy OSS Aff., ¶ 44. A CLEC cannot build the CGI interface without proper, current specifications -- and it certainly cannot build the interface when the system to which it would be built (LENS) is not even stable.

50. Mr. Stacy also now asserts that MCI has indicated that it is willing to proceed with a joint development effort and that BellSouth has "agreed to update the previously drafted CGI specification in cooperation with MCI." Stacy S.C. Reply Aff., ¶ 39; see also Stacy OSS Aff., ¶ 44. While I am not in a position to comment on Mr. Stacy's assertions regarding MCI, AT&T made lengthy efforts, as I have described, to obtain complete and up-to-date CGI specifications.[39] At this time, the permanent pre-ordering interface required by AT&T's Interconnection Agreement with BellSouth, which will be a truly electronic; machine-to-machine

[39] Furthermore, MCI is not the only CLEC that, in addition to AT&T, has sought CGI specifications. In the current Commission proceeding involving BellSouth's Section 271 application for South Carolina, ITC DeltaCom stated that it "is very interested" in CGI and had requested a "white paper on CGI, but [had] not received any information as yet." See Affidavit of Steven D. Moses on behalf of ITC DeltaCom (¶ 9, p. 6), submitted as Attachment C to Comments of the Association for Local Telecommunications Services, filed October 20, 1997, in CC Docket No. 97-208.

pre-ordering interface, is scheduled to be implemented -- that is, fully tested and in commercial production -- by December 31, 1997. See Stacy OSS Aff., ¶ 42. For AT&T to expend time and resources to develop an interface that likely could not be implemented until either concurrently with, or even after, the implementation of the permanent interfaces, does not make sense. Indeed, it is unclear whether BellSouth will even have updated its CGI specifications before it implements the permanent pre-ordering interface with AT&T.

51. Second, Mr. Stacy's proposed cut-and-paste method is a time-consuming, manual process that requires the use of multiple fields and multiple steps and would be an option only for those CLECs that have specific types of software compatible with that method. Id., ¶ 43. From a practical standpoint it offers few, if any, advantages over retyping the information into the new entrant's OSS. Because the data elements and formats used in LENS are not consistent with those used in the industry standard EDI ordering interface, the PC-based EDI package, or the Ordering and Billing Forum ("OBF") fax forms, cutting and pasting will additionally require manual editing in the creation of orders. Indeed, this would be true of any cut-and-paste type software alternative.[40]

---

[40] See Stacy OSS Aff., ¶ 6 (acknowledging that there are "no industry standards" for the pre-ordering function). Although Mr. Stacy attempts to justify BellSouth's failure to provide a machine-to-machine pre-ordering interface by asserting that "electronic bonding or a machine-to-machine interface would not satisfy the needs of every CLEC," the reverse is also true. See id., ¶ 45. A human-to-machine interface such as LENS will not satisfy BellSouth's OSS obligations if, as is the case here, that interface cannot meet the needs of large-volume CLECs. The Commission has recognized that it may be necessary for a BOC to offer more than one mode of access to satisfy its obligations. See Ameritech Michigan Order, ¶ 137 & n.333.

52. Finally, the data customization process cited by Mr. Stacy also is not a viable option. As BellSouth's OSS witness in the state Section 271 proceedings has previously admitted, data customization can be used only if the CLEC knows the specifications of the BellSouth system.[41] However, as previously discussed, BellSouth has not made these specifications available to AT&T.

2. LENS Does Not Provide CLECs With The Same Capabilities That BellSouth Has In Its Own Retail Operations.

53. In addition to the necessity of dual data entry, BellSouth does not provide parity of access to BellSouth's OSS in pre-ordering because LENS denies CLECs certain important capabilities that BellSouth has in its retail operations. For example: (1) LENS does not enable CLECs to reserve firm, calculated due dates for most transactions; (2) LENS uses a multiple-screen process that requires CLECs repeatedly to input and validate a customer's address during the pre-ordering function; (3) CLECs using LENS do not have the same telephone number access and reservation capabilities that BellSouth has in its retail operations; (4) LENS does not enable CLECs to perform the same telephone number searches as BellSouth's own retail representatives; (5) LENS does not present customer service record ("CSR") information in a recognizably fielded format, using industry standard codes, or in BellSouth codes which have

[41] See testimony of Gloria Calhoun in Docket No. 97-101-C, Proceeding To Address BellSouth Entry Into the InterLATA Market (Section 271) (South Carolina PSC), transcript of July 7, 1997, proceedings, p. 272 (Attachment 16 hereto).

been documented for use by CLECs, thereby requiring the CLECs to devote substantial time and resources to re-format and re-enter the data in order to utilize it; and (6) CLECs are given no advance notification of changes in LENS, thus denying them the opportunity to avoid the possible disruptions in their operations that such changes will cause.

54. Significantly, Mr. Stacy does not dispute most of these discriminatory aspects of LENS, nor does he dispute that none of these problems is encountered by BellSouth's service representatives. Instead, Mr. Stacy has attempted to downplay the LENS deficiencies by claiming that they relate primarily to orders for new installations, rather than migration orders. See Stacy S.C. Reply Aff., ¶¶ 17, 18, 26, 28. AT&T vehemently disagrees with BellSouth's position that CLECs should be forced by BellSouth to provide inferior service to any group of customers that comprise less than 50 percent of the pool of customers. Moreover, Mr. Stacy is flatly wrong in suggesting that because new installation and additional line orders comprise only a portion of AT&T's local service customer base, the due date and telephone number defects in BellSouth's LENS system are inconsequential. To the contrary, any delays or uncertainties in establishing service will have a particularly severe impact on these customers, who literally will be without dial tone on the date AT&T promised service. Nor, in the absence of electronic jeopardy notification, will AT&T be in a position to notify customers in advance that their service has been delayed. Moreover, to the extent that BellSouth continues to fail to provide FOCs to AT&T in a timely manner, AT&T may not even be able to respond to customer complaints with information as to when service will be established. It is difficult to imagine a more devastating impact on

AT&T's ability to serve its new customers.

55. Moreover, even accepting as true Mr. Stacy's assertions regarding a high proportion of migration orders,[42] this obviously reflects the entry status of most CLECs at the present. As the market matures, both CLECs and BellSouth can be expected to focus their marketing efforts on expanding the customer base, in terms of both additional lines for existing customers and new installations. The disparities between BellSouth's retail and CLEC systems in processing such orders will only become more significant and anti-competitive over time. Nor does Mr. Stacy dispute that certain defects in LENS -- such as the absence of recognizably fielded CSRs and the lack of advance notification of system changes -- affect all orders placed by CLECs, including migration orders. In sum, Mr. Stacy's position is directly contrary to BellSouth's obligation to provide nondiscriminatory access, and it would permit BellSouth to impair significantly AT&T's ability to compete.

56. **Ability To Obtain Firm, Calculated Due Dates.** The ability to provide a customer with prompt service at parity with BellSouth's is critical to customer satisfaction and to a new entrant's ability to compete. Customers expect a carrier not only to provide service promptly, but also to be able to tell them, while they are still on the line, the date when the service is scheduled to be installed (the due date).

57. BellSouth's service representatives can ascertain the earliest available due

[42] Mr. Stacy offers no support for this assertion. Instead, he cites a filing by AT&T discussing orders that AT&T placed with Ameritech -- a different RBOC. Stacy S.C. Reply Aff., ¶ 18.

date by using BellSouth's Direct Order Entry Support Applications Program ("DSAP"), which uses an intricate set of logic that applies an algorithm to a number of variable inputs (including the number of lines, type of service, work load, and availability of network facilities) in order to calculate the due date. If the earliest available due date does not meet the customer's needs, the BellSouth service representative can use DSAP to ascertain alternative available dates that are convenient for the customer. Once the customer accepts a proposed due date, the BellSouth service representative can reserve that due date and schedule an appointment using BellSouth's Service Order Completion System ("SOCS").

58. The essential functionality of DSAP that would allow a CLEC to obtain a calculated due date is available only when a new entrant operates LENS in its Firm Order Mode -- that is, when a new entrant is using LENS for both pre-ordering and ordering. That functionality is not available when a CLEC uses EDI as its ordering interface. Those CLECs, such as AT&T, that require EDI for ordering thus do not have parity of access to DSAP when using LENS only for pre-ordering. Instead of having access to DSAP's intricate set of logic, users of the EDI ordering interface are provided only with tables showing the days of the week the applicable central office and work center are open, projected service intervals (a standard interval guide) for the applicable work center, and days on which no additional work will be accepted, from which they can "estimate" a due date.[43] The "estimated" due date, however, is not firm; the actual

[43] See Stacy OSS Aff., ¶ 32. This "view installation calendar," as it appears on LENS, is set forth in Exhibit WNS-17 of Mr. Stacy's OSS affidavit.

scheduled due date will be assigned by BellSouth, after the service order has entered BellSouth's systems. The new entrant and its customer will learn of the actual due date only when BellSouth transmits the Firm Order Confirmation ("FOC") notice -- which BellSouth has committed to transmit only within 24 hours of receipt of the order. Because BellSouth has estimated that 80 percent of all CLEC orders will be submitted via EDI (rather than by the LENS ordering functionality), this lack of access to DSAP means that resellers will be unable to obtain calculated due dates for the vast majority of their orders at the time a customer requests service.[44]

59. Thus, Mr. Stacy's assertion that a CLEC "can obtain due date information from DSAP through LENS" is highly misleading. Stacy OSS Aff., ¶ 34. The "calendar information" that a CLEC can obtain in the LENS Inquiry Mode may be "helpful" (to use Mr. Stacy's term), but it is not the same as a calculated due date. Id., ¶ 32. Mr. Stacy does not, and cannot, deny that BellSouth sales representatives always can obtain a firm, calculated due date in its retail operations. Likewise, Mr. Stacy's assertion that LENS "does calculate a due date as part

---

[44] In addition to the numerous deficiencies of LENS that exist in the pre-ordering context for resellers, LENS places purchasers of UNEs at an even greater competitive disadvantage than resellers with respect to requesting due dates. Although no CLEC using LENS for pre-ordering and EDI for ordering can obtain a calculated due date before receiving the FOC, resellers at least have access in LENS to a standard interval guide that assists them in estimating a due date while on the line with their customer. By contrast, LENS provides no due date intervals for UNEs. As Mr. Stacy acknowledges, UNE purchasers are relegated to using paper standard intervals (and the installation calendar for resellers in LENS) to estimate a due date and appointment. Stacy OSS Aff., ¶ 37. Any date estimated on this ad hoc basis will necessarily be unreliable. Because BellSouth's representatives can reserve due dates electronically, while CLEC representatives cannot even electronically estimate a due date, BellSouth's practice is clearly discriminatory.

of a firm order," and that this is "the same situation in which BellSouth's retail systems actually calculate a due date" is misdirected. Stacy S.C. Reply Aff., ¶ 29. CLECs using EDI to place "firm orders" cannot obtain a confirmed due date using the LENS Inquiry Mode for pre-ordering.[45]

60. In short, CLECs using EDI as their ordering interface will not be able to tell their customers with certainty, while they are on the line, the date when their service will be installed or repaired, nor respond to their customers' special scheduling needs. BellSouth's own service representatives face no such limits.

61. The new entrant's inability to access the essential functionality of DSAP when using LENS for pre-ordering will have a significant effect on competition. First, because a CLEC is unable to tell a prospective customer while on the line with the service representative the precise date when the service will be completed, the customer is likely to question the competence and service-orientation of that CLEC -- and will be less willing to take a chance on that CLEC. Second, CLECs are unable to promise to install service as quickly as BellSouth can. Third, the new entrant's customers will be more likely to experience a rescheduling of due dates than a similarly situated BellSouth customer, because -- unlike BellSouth's representatives -- the new

---

[45] Notwithstanding Mr. Stacy's attempt to downplay the significance of this discrimination by asserting that "[i]n October, 72% of the electronic orders were submitted via LENS" (Stacy S.C. Reply Aff., ¶ 29), EDI obviously will be the primary vehicle for CLEC orders -- as Mr. Stacy acknowledges. See Stacy OSS Aff., ¶ 46 ("The primary function of LENS is pre-ordering") (emphasis in original).

entrant does not know until hours (or even days) after submitting an order whether the due date that it described to the customer based on a scheduling "interval" is actually available. If that due date is not available, the new entrant must contact the customer and go through the scheduling process again (with the possibility of the need for several schedule selection attempts, when the date or appointment selected by BellSouth's SOCS does not meet the customer's requirements).

62. **The Multiple-Screen, Repetitious Nature Of The LENS Process.** Users of LENS are required to go through multiple screens (approximately 20 in total) just to complete the pre-ordering process. The repetitive nature of this procedure is further exacerbated by the fact that the LENS Inquiry Mode (the pre-ordering mode) is not internally integrated. In other words, information inputted or obtained during the performance of one pre-ordering function is not automatically carried forward into a subsequent pre-ordering function. Thus, in its pre-ordering mode LENS requires a new entrant to input and validate the address at the beginning of every pre-ordering transaction except when viewing customer service records, because each pre-ordering transaction has been designed by BellSouth as an independent operation in LENS. As a result, in order to obtain all of the information necessary to prepare an order for input via the EDI interface, a new entrant must validate a customer address as many as four times during the pre-ordering process.

63. Mr. Stacy's assertion that address validation "can be accomplished in a matter of seconds" (Stacy OSS Aff., ¶ 19), misses the point. The cumulative impact of repeatedly having to re-enter the customer address for each pre-ordering function inevitably results in delays,

increased costs, and errors. BellSouth representatives, by contrast, can perform pre-ordering functions without such repetition, because BellSouth's own internal OSS is fully integrated.

64. Mr. Stacy's other attempts to defend the necessity of repeating address verification on LENS are equally without merit. See Stacy OSS Aff., ¶ 19. The fact that "address validation is a necessary input for other pre-ordering functions," and that "associating a central office with an address is a prerequisite for each of [the pre-ordering] functions," begs the question. Id. There is no reason why BellSouth cannot integrate LENS internally so that LENS will remember an address the first time it is entered -- as BellSouth's Regional Negotiation System ("RNS"), Direct Order Entry ("DOE") system, and Service Order Negotiation System ("SONGS") are designed to do. Nor is repeated address verification a necessary feature of the Inquiry Mode of pre-ordering. Mr. Stacy acknowledges that DOE and SONGS both can perform some inquiry functions. Stacy OSS Aff., ¶ 19. Because BellSouth's OSS are integrated, however, BellSouth retail representatives using these systems to conduct inquiries are not required to verify customer addresses repeatedly. Finally, Mr. Stacy's attempt to portray the need for multiple address validations as a "benefit" is illogical and unpersuasive, since BellSouth has not chosen to provide this "benefit" to itself. Id. As noted above, BellSouth's RNS, DOE, and SONGS systems allow BellSouth representatives to choose which pre-order functions they desire, without having to validate the address with each function used.[46]

[46] Although Mr. Stacy asserts that CLECs "benefit" because RNS has no Inquiry Mode, he fails to mention that RNS requires no Inquiry Mode because of its integrated operation. Furthermore,

65. **Telephone Number Access And Reservation.** Mr. Stacy contends that CLECs "can select and reserve a telephone number (or directory number) via the LENS pre-ordering interface," and that "LENS does not limit the number of telephone numbers that are available for new entrants." Stacy OSS Aff., ¶¶ 21, 25. That is simply not the case. In reality, by imposing limitations on the telephone numbers available to CLECs, BellSouth does not provide CLECs using LENS with access to telephone numbers that is equivalent to BellSouth's. As a pre-ordering interface, LENS limits new entrants to a maximum of 100 reserved telephone numbers, or a volume of reserved numbers equal to five percent of the available numbers in the central office associated with the customer's address, whichever is lower.[47] This limitation is discriminatory, because BellSouth imposes no such telephone number limitation on itself. As a practical matter, the 100 number limit will adversely affect only large new entrants such as AT&T, because the larger new entrants are more likely to submit orders in quantities that could exceed the 100 number limit.[48]

---

as Mr. Stacy admits, both DOE and SONGS have an inquiry mode. See Stacy OSS Aff., ¶ 19.

[47] Reserved numbers are numbers set aside for the CLEC's exclusive use for future assignment to its customers. As will be discussed below, the Interconnection Agreement between AT&T and BellSouth only provided for BellSouth to reserve up to 100 telephone numbers per NPA-NXX as part of an initial file-transfer protocol. This provision does not apply to LENS, and it also does not authorize the alternative five percent limitation imposed by BellSouth. Interconnection Agreement, § 28.1.1.4.

[48] Attachment 17 is a chart that contrasts the various restrictions on telephone numbers imposed by BellSouth on RNS, SONGS, the interim manual/electronic interfaces required by the Interconnection Agreement, the LENS Firm Order Mode, and the LENS Inquiry Mode.

66. Mr. Stacy has criticized AT&T for "complain[ing]" about the 100 number limit, and says that "this arrangement in fact was negotiated between AT&T and BellSouth and is included in BellSouth's interconnection agreement with AT&T." Stacy S.C. Reply Aff., ¶ 20. Apart from the fact that contract provisions are not a substitute for parity,[49] the provision in the Interconnection Agreement cited by Mr. Stacy does not govern AT&T's reservation of telephone numbers through LENS. Instead, the provision was included to address AT&T's need for telephone numbers before LENS was available, when BellSouth agreed to reserve and file transfer up to 100 telephone numbers to AT&T and agreed that such numbers would be valid for assignment for 90 days from the file transfer date. Interconnection Agreement, § 28.1.1.4.

67. After BellSouth implemented LENS, it continued to impose the 100 number limit on AT&T, even though the parties were no longer using the file transfer procedure for which this limit was negotiated. Additionally, BellSouth imposed an alternate five percent limitation on CLEC numbers that is nowhere found in the Interconnection Agreement. Regardless of the size of the CLEC, BellSouth's alternative five percent limitation on phone numbers will work a hardship on any CLEC seeking to serve suburbs of large metropolitan areas, where available numbers may be scarce due to a high rate of population growth. To the extent that a CLEC has

---

Although the 100-number/5 percent limitation does not apply to the ordering functionality of LENS (the Firm Order Mode), as a practical matter a new entrant using EDI as its ordering interface cannot receive a number by using the LENS Firm Order Mode because the number is released as soon as the new entrant aborts the particular LENS order. See ¶ 100, infra.

[49] See Ameritech Michigan Order, ¶ 142.

success in such communities, it will constantly be denied the ability to reserve numbers electronically, be forced to obtain numbers from BellSouth using a laborious, discriminatory, case-by-case manual process, and be unable to serve its customers in a timely manner.

68. In a desperate attempt to justify the 100 number limit, Mr. Stacy has suggested that "if ten CLECs were to reserve 1,000 numbers in each office for speculative future use, an entire NXX code would be exhausted in every central office. . . ." Stacy S.C. Reply Aff., ¶ 19. Apart from lacking any support, Mr. Stacy's speculative picture of rampaging CLECs intent on stockpiling telephone numbers is squarely at odds with his position that CLECs will rarely use the telephone number reservation feature because their orders primarily consist of migrations. See id., ¶¶ 17, 18, 26, 28.

69. Similarly, Mr. Stacy's characterization of the 100 number/5 percent limitation as a telephone conservation measure, and not a limitation on telephone numbers, is equally absurd. Stacy OSS Aff., ¶ 25. If BellSouth truly wished to "administer the finite pool of numbers for the benefit of all" (id.), it would limit its own ability to obtain reserved numbers, since it is by far the largest user. It has not done so. Mr. Stacy is equally wrong in asserting that the limitation "does not limit a CLEC's ordering activity." Id. The very purpose of reserving telephone numbers is to use them in ordering. Id.

70. Mr. Stacy also defends the number limitation by asserting that the supply of reserved numbers "can be replenished daily." Id. BellSouth, however, has already denied a significant number of AT&T's requests for additional reserved telephone numbers. In many

instances, BellSouth has denied requests for as few as 10 numbers, on the ground that AT&T's limit has been reached.[50] All too frequently, AT&T has run out of telephone numbers in certain central offices. For some offices, the number of telephone numbers assigned to AT&T is considerably less than 100 numbers.

71. Indeed, the absence of any legitimate purpose for BellSouth's 100 number limitation is implicitly acknowledged by Mr. Stacy's concession that "BellSouth has proposed removing the 100 number limit for numbers reserved through the Inquiry Mode of LENS." Stacy S.C. Reply Aff., ¶ 21. No further "discussions" between AT&T and BellSouth are necessary to accomplish this task. See id. All that is left is for BellSouth to remove these unjustified and anti-competitive restrictions.

72. Mr. Stacy also attempts to divert attention from these issues by claiming that CLECs can use the Firm Order Mode of LENS to select telephone numbers, and that such numbers will remain selected for 90 days and can be used to place orders via EDI. Stacy S.C. Reply Aff., ¶¶ 22-23. AT&T's experience, however, indicates that this simply is not true. In tests conducted both before and after Mr. Stacy filed his affidavit, AT&T found that when it selected a telephone number in the Firm Order Mode of LENS but then exited that mode without placing an order, that telephone number was still available in the Inquiry Mode of LENS -- indicating that the number had not remained "selected." Indeed, the ATLAS documentation that AT&T has

[50] See letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth), dated September 3, 1997 (Attachment 18).

received from BellSouth indicates that telephone numbers associated with CLEC orders are not moved to "selected" status until the order is processed by SOCS and a FOC is transmitted. This also is consistent with information that AT&T has received from BellSouth indicating that BellSouth's ATLAS legacy system runs a daily "clean up" program that returns telephone numbers not associated with a particular order to the telephone number database.[51] This information supports AT&T's experience that the Firm Order Mode of LENS cannot be used to reserve telephone numbers for orders placed via EDI.

73. The limitations on telephone numbers imposed by BellSouth substantially limit a CLEC's ability to compete. Customers expect that they will be assigned a telephone number, on which they can rely, at the time they call to request service. If a CLEC is delayed in supplying the number because LENS advises that no numbers are available, the representative must call BellSouth for more numbers and the customer is likely to question the competence of the CLEC. Moreover, the limitation makes it difficult for CLECs efficiently to handle orders from businesses, many of which require a large volume of telephone numbers at one time. BellSouth itself, being free of the restrictions on telephone numbers that it imposes on CLECs, faces no such

[51] To the extent that BellSouth claims that the telephone number reservation limitation does not apply to the Firm Order Mode of LENS because the telephone number is associated with a service order, it suggests that BellSouth's systems would reject an EDI order requesting that telephone number because BellSouth's systems would believe that the telephone number was not available for the EDI order. This further supports the conclusion that new entrants must use the Inquiry Mode of LENS to "reserve" telephone numbers for EDI, which subjects them to the discriminatory telephone number limitation.

risks. This is plainly discriminatory.

74. In citing the ability of CLECs to request additional numbers, Mr. Stacy also ignores commercial realities. BellSouth's systems do not provide a CLEC with the ability to know the precise amount of reserved numbers that it has selected, or that it has remaining at a particular time. Thus, a CLEC must attempt to manually maintain an "inventory" of the number of reserved telephone numbers still available by recording each reserved number as it is obtained and as it is assigned to a customer. This manual inventory must be maintained for each of the approximately 200 BellSouth central offices and remote switching offices in Louisiana. In AT&T's case, even a manual inventory would be virtually impossible to maintain, because the number limitation is most often reached by AT&T in situations where the 5 percent limitation applies, and AT&T has no means of knowing the number of telephone numbers actually available at a given time from a particular central office. BellSouth's OSS, by contrast, automatically maintain an inventory of telephone numbers for use by its retail operations.

75. Moreover, there are no procedures for obtaining numbers from BellSouth to be used to fill orders from CLECs when the 100 number/5 percent limitation on reserved numbers has been exceeded. All of BellSouth's proposed electronic solutions for obtaining additional reserved numbers (such as the Network Data Mover, and LENS itself) are subject to the same limitation.[52] BellSouth's Local Carrier Service Center ("LCSC") has no procedures for providing

[52] The "interim interface" provisions of the Interconnection Agreement provide for number assignment via the Network Data Mover ("NDM") using Connect:direct. Interconnection

numbers to CLECs whose reserved numbers exceed the limitation. Thus, any additional numbers must be ordered from the LCSC by either telephone or facsimile.

76. The number limitations imposed by BellSouth, together with the procedures that a CLEC must follow to obtain additional numbers, are a substantial burden on carriers which, like AT&T, will submit hundreds or even thousands of orders per day from a particular area. In its Ameritech Michigan Order, this Commission stated that it "would question whether a BOC's local telecommunications market is open to competition absent evidence that the BOC is fully cooperating with new entrants to efficiently switch over customers as soon as the new entrants win them." Ameritech Michigan Order, ¶ 21. BellSouth's limitation on the number of reserved numbers clearly does not evidence such cooperation.

77. The unequal treatment that the 100 number/5 percent limitation imposes on entrants who use LENS for pre-ordering, and EDI for ordering, is exacerbated by two BellSouth policy decisions. First, as shown in Attachment 17, any number that a CLEC even views in LENS is counted against its "reserved" total for 24 hours, regardless of whether the CLEC actually chooses that number. Thus, if a CLEC views 10 numbers at a time on LENS, all 10 numbers are counted against the "reserved" total for 24 hours.

78. Second, any telephone number selected by such an entrant is only deemed "reserved," and will therefore count against the number of that carrier's reserved numbers, unless

---

Agreement, Att. 15, § 4.5. However, now that AT&T is using LENS, it will use LENS for number assignment.

and until the number is deemed "selected." However, a telephone number is not transformed from "reserved" status to "selected" status until the service order with that telephone number is entered into SOCS. It could take hours, or far longer, for a service order to be entered into SOCS, since LENS and EDI cannot be interconnected electronically. In contrast, BellSouth deems a telephone number to be "selected," rather than simply "reserved," when BellSouth itself chooses a telephone number for its own customers or a new entrant chooses a telephone number and then uses LENS as its ordering interface. As a result, users of EDI as an ordering interface will be confronted with a loss of the ability to reserve telephone numbers that is not experienced by BellSouth (or by CLECs using LENS for ordering).

79. I verified LENS' discriminatory treatment as to number reservations when I evaluated LENS in June 1997. When I attempted to choose a telephone number in a particular central office via the LENS pre-ordering mode (the LENS Inquiry Mode), I was blocked by the 100 number/5 percent limitation. However, when I made the same attempt in the LENS ordering mode (the Firm Order Mode), LENS presented a list of available numbers. In other words, telephone numbers that are available for reservation to BellSouth and new entrants using LENS in the Firm Order Mode are not available to new entrants that use the industry standard, EDI ordering interface.

80. I also evaluated the ability of LENS to provide telephone numbers in response to requests from multiple users. Five users attempted to obtain telephone numbers for the same valid street address using LENS in the Inquiry Mode. LENS displayed only six

telephone numbers (instead of ten) for only one user (instead of five) and indicated that AT&T had reached its telephone number limit. According to AT&T's records, AT&T had only seven telephone numbers in reserved status at that central office at that time, and it therefore should have had at least 93 available telephone numbers. Thirty minutes later, AT&T conducted the same test. This time, LENS displayed nine telephone numbers for one user and no telephone numbers for the other four users. This experience indicated to me that BellSouth's telephone number reservation limitation will substantially discriminate against new entrants seeking to obtain telephone numbers in a commercial, multi-user environment.

81. A new entrant using LENS is also unable to reserve as many types of telephone numbers as BellSouth. For example, although Mr. Stacy admits that "LENS currently allows orders for a maximum of six lines for ordering," he contends that this limit "do[es] not affect a CLEC's meaningful opportunity to compete" because BellSouth has "determine[d] that there might be only one hundred new end-user customers in the BellSouth region in a year who would be affected by this six line limitation of LENS." Stacy OSS Aff., ¶ 71. Mr. Stacy provides no support for this claim. To the contrary, there are likely to be large numbers of small businesses with three or more employees, each of whom has a telephone and computer modem line, as well as a fax telephone line for the business. Mr. Stacy's 100-customer estimate amounts, on average, to just 11 such customers for each BellSouth state -- an implausibly low figure.

82. In addition, new entrants cannot use LENS to reserve multi-line hunt group

numbers. BellSouth, by contrast, can use its OSS to reserve such numbers.[53]

83. **Telephone Number Search Capabilities.** When a customer desires a special, customized number, a CLEC must have the capability to determine, through a computer search, whether that number exists and, if so, whether that number is available. BellSouth has claimed that LENS can perform nine kinds of telephone number searches: Random Numbers; Vanity Numbers; Easy Numbers; Ascending Line Digits (i.e., 1234, etc.); Descending Line Digits (i.e., 9876, etc.); Identical Line Digits (i.e., 2222, etc.); Sequential Line Numbers (i.e., XXX1, XXX2, XXX3); Special Number Patterns; and Number Exclusions. However, my personal testing of LENS revealed that this was not the case.[54] Even today, LENS cannot perform a number exclusion search. Moreover, LENS cannot perform a search for Special Number Patterns unless the new entrant knows the NXXs available in the relevant central office -- information that LENS does not provide but that is available to BellSouth's customer sales representatives. LENS also does not allow new entrants to select the options of RingMaster,[55] Hunting and Specific

[53] Mr. Stacy's assertion that LENS is capable of migrating features including multi-line hunt groups does not address this pre-ordering deficiency. Stacy OSS Aff., ¶ 70. Moreover, Mr. Stacy offers no support for this assertion. To the extent that Mr. Stacy is suggesting that migration orders for multi-line hunt groups flow through BellSouth's systems, that is incorrect; such orders fall out for manual processing by BellSouth.

[54] For example, until recent months LENS was unable to perform four of those types of searches (Ascending Line Digits, Descending Line Digits, Identical Line Digits, and Sequential Line Numbers).

[55] RingMaster is a service that allows a residential customer using one loop to have more than one phone number, with each number having a distinctive ring.